

# EXHIBIT 14



U.S. Department of Justice

Federal Bureau of Prisons

Washington, DC 20534

January 12, 2010

Lucibeth Mayberry  
Vice President and Deputy Chief Development Officer  
Corrections Corporation of America  
10 Burton Hills Boulevard  
Nashville, TN 37215

RE: Contract DJB1PC011, Management and Operation of a Private  
Correctional Facility/ Criminal Alien Requirement (CAR)10

Dear Ms. Mayberry:

On behalf of the Federal Bureau of Prisons, it is my pleasure to congratulate you and Corrections Corporation of America (CCA) on its contract award for Cibola resulting from Request for Proposals (RFP)-PCC-0014 (Criminal Alien Requirement 10). Attached is a fully executed copy of contract DJB1PC011.

This contract includes a four-year base period and three two-year option periods. A Notice to Proceed will be issued by the Administrating Contracting Officer when services are to begin under this contract. The base period of the contract shall be 48 months from the date the Notice to Proceed is issued.

As a reminder, if CCA wishes to issue any press releases concerning this award, Section C of our contract requires CCA to receive pre-approval from the Contracting Officer.

We look forward to working with CCA under this contract.

Sincerely,

A handwritten signature in dark ink, appearing to read "Douglas M. Martz", is written over a light blue horizontal line.

Douglas M. Martz  
Chief, Privatized Corrections Contracting

Enclosure

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

SERVICES AND PRICES/COSTS

Each contract resulting from this solicitation will be a fixed-price type contract for services incorporating an award-fee incentive. At the sole discretion of the Government, an award-fee may be issued to the contractor in recognition of quality performance as outlined in Section J.

The period of performance for any contract which the Government may award under the terms and conditions of this RFP will be for a four-year base period, with three two-year option periods.

PRICING INSTRUCTIONS

Offerors must submit offer(s) for the total four-year base period and three two-year option periods.

In the event funds are not available after the first, second, third or fourth year of the base period or after the first year of any of the two-year option periods, the Government reserves the right to cancel the contract in accordance with FAR 52.217-2, Cancellation Under Multiyear Contracts.

In the event the contract is cancelled after the first year of the base period because funds are not available, the contractor will be compensated in accordance with FAR 52.217-2, Cancellation Under Multiyear Contracts, up to the cancellation ceilings set forth below. Ceilings exclude amounts for requirements included in prior years:

Base Year 2 - 30% of the non-recurring allowable costs for the remaining Base Period

Base Year 3 - 15% of the non-recurring allowable costs for the remaining Base Period

Base Year 4 - 7.5% of the non-recurring allowable costs for the remaining Base Period



**OFFEROR:** Corrections Corporation of America**LOCATION:** Cibola County Corrections Center**PRICING SCHEDULE - BASE PERIOD**

90% CONTRACT BEDS: Number of Contract Beds	942
100% CONTRACT BEDS: Number of Contract Beds	1,047
115% CONTRACT BEDS: Number of Contract Beds	1,204

FIUP will apply when the average number of inmates, in a monthly payment period, exceeds 90% of the contract beds.

<b>BASE YEAR #1 (12 MONTHS) - Includes No Ramp-Up Price as Facility is Operational Currently</b>	
Inmates up to (90%) Monthly Operating Price (MOP): \$2,127,996	(90% + 1) Inmates up to (115%) Fixed Incremental Unit Price (FIUP) Per Inmate Day: \$19.22
Total Price/AOP (MOP x 12 Months) + (FIUP to 115%): \$27,373,963	

<b>BASE YEAR #2 (12 MONTHS)</b>	
Inmates up to (90%) Monthly Operating Price (MOP): \$2,181,196	(90% + 1) Inmates up to (115%) Fixed Incremental Unit Price (FIUP) Per Inmate Day: \$19.70
Total Price/AOP (MOP x 12 Months) + (FIUP to 115%): \$28,058,263	

<b>BASE YEAR #3 (12 MONTHS)</b>	
Inmates up to (90%) Monthly Operating Price (MOP): \$2,235,726	(90% + 1) Inmates up to (115%) Fixed Incremental Unit Price (FIUP) Per Inmate Day: \$20.19
Total Price/AOP (MOP x 12 Months) + (FIUP to 115%): \$28,759,482	

<b>BASE YEAR #4 (12 MONTHS)</b>	
Inmates up to (90%) Monthly Operating Price (MOP): \$2,291,619	(90% + 1) Inmates up to (115%) Fixed Incremental Unit Price (FIUP) Per Inmate Day: \$20.69
Total Price/AOP (MOP x 12 Months) + (FIUP to 115%): \$29,478,013	

SECTION C - STATEMENT OF WORK

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## INTRODUCTION

This Statement of Work (SOW) sets forth the contract performance requirements for the management and operation of a contract correctional institution(s) to accommodate up to 3,814 beds for a low security adult male population consisting primarily of criminal aliens. The criminal alien population will ordinarily be low security non-U.S. citizen, primarily Mexican, adult males with 90 months or less remaining to serve on their sentences.

The proposed facility(ies) shall be an existing institution to accommodate approximately 900-2,650 beds on a daily basis. An existing institution is defined as a secure facility which was complete and ready for occupancy prior to the date the Pre-solicitation Notice was released (May 28, 2008). A facility in which construction or expansion began prior to May 28, 2008, and in which such construction or expansion will be completed by October 1, 2010, is considered to be an existing facility. Any facility in which construction or expansion begins after May 28, 2008, is not considered to be an existing facility and will not be considered.

The facility must be able to meet all of the requirements of the solicitation. The proposed facility(ies) must be located anywhere in the continental United States. Offerors are prohibited from housing any other inmate population within the same fence perimeter; however, multiple populations at a prison complex with separate fence lines would be acceptable. Shared services within each fence line is not acceptable.

The institution shall include a Special Housing Unit (SHU) with a capacity of at least 10% of the accepted number of contract beds. The contractor will be required to house a daily population up to 15% over the accepted number of contract beds.

The contractor shall ensure the facility operates in a manner consistent with the mission of the Bureau of Prisons (BOP). The BOP's mission is the protection of society by confining offenders in the controlled environments of prisons and community-based facilities which are safe, humane, cost efficient, appropriately secure and provide work and other self-improvement opportunities to assist inmates in becoming law abiding citizens.

The contractor shall be ready to begin accepting inmates and assume full responsibility for the operation, maintenance and

1 security of the institution no later than October 1, 2010.

2 Prior to issuance of the NTP, the BOP will perform numerous  
3 assessments to ensure the contractor is prepared to accept  
4 responsibility for performing all requirements of the contract.

5 The contractor shall notify the CO in writing when it is ready to  
6 accept inmates and assume full responsibility for the operation,  
7 maintenance and security of the institution 30 days prior to the  
8 contractor's expected NTP date.

9 Unless otherwise specified, all plans, policies and procedures,  
10 including those identified in the most current edition of  
11 American Correctional Association Standards for Adult  
12 Correctional Institutions (ACA/ACI Standards), shall be developed  
13 by the contractor and submitted in writing to the Contracting  
14 Officer's Representative (COR) for review and concurrence prior  
15 to issuance of the NTP. Once concurrence has been granted, these  
16 plans, policies and procedures shall not be modified without the  
17 prior written concurrence of the COR.

18 The NTP will be issued subsequent to receiving the contractor's  
19 notification it is prepared to receive inmates and the BOP's sole  
20 determination the contractor is capable of accepting inmates.  
21 The contractor shall be prepared to accept inmates immediately  
22 upon issuance of the NTP.

23 It is anticipated the BOP will predominantly designate non-U.S.  
24 citizens with deportation orders to the institution. However,  
25 the BOP may designate any inmate within its custody utilizing the  
26 same designation criteria as used at other BOP low security  
27 facilities. P.S. 5100.08, Inmate Security Designation and  
28 Custody Classification, dated 9/12/06, outlines the procedures  
29 for designating inmates.

30 Inmate movement to the institution is anticipated to occur at an  
31 estimated rate of 180 inmates per week. The estimated weekly  
32 movement to the institution would result in a population of  
33 approximately 900-2,650 inmates in 5-15 weeks. The institution  
34 activation schedule of 180 inmates per week is an estimate only.  
35 Actual movement will depend upon many factors, including, but not  
36 limited to, the contractor's ability to provide services in  
37 accordance with the contract, sentencing by the federal courts  
38 and the BOP designation process.

1 The contractor does not have a right of refusal and shall accept  
2 all designations from the BOP.

3 The contractor is prohibited from constructing any additional bed  
4 space or facilities at the contract location after award without  
5 the prior written approval of the CO.

6 The contractor shall furnish all personnel, management,  
7 equipment, supplies and services necessary for performance of all  
8 aspects of the contract. Unless explicitly stated otherwise, the  
9 contractor is responsible for all costs associated with and  
10 incurred as part of providing the services outlined in this  
11 contract.



1     **EXPLANATION OF STATEMENT OF WORK TERMS**

2     ACA/ACI - American Correctional Association - Adult Correctional  
3     Institution. The private, nonprofit organization that  
4     administers the only national accreditation program for all  
5     components of adult and juvenile corrections. Its purpose is to  
6     promote improvement in the management of correctional agencies  
7     through the administration of a voluntary accreditation program  
8     and the ongoing development and revision of relevant, useful  
9     standards.

10    BOP - Federal Bureau of Prisons.

11    CO - Contracting Officer. A Government employee, who by virtue  
12    of a Contracting Officer's Warrant, is the only Government  
13    employee authorized to obligate, negotiate, award, administer,  
14    cancel or terminate contracts on behalf of the United States  
15    Government. Contracting Officers are responsible for: ensuring  
16    performance of all necessary actions for effective contracting,  
17    ensuring compliance with the terms of the contract and  
18    safeguarding the interest of the Government in its contractual  
19    relationships.

20    Contract Award Date - The date the CO signs the contract.

21    Contract Day - A "day" is considered a calendar day.

22    Contractor - The entity to whom the Government has awarded the  
23    contract.

24  
25    COR - Contracting Officer's Representative. The Government  
26    employee, designated in writing by the CO, authorized to perform  
27    certain limited functions on behalf of the CO. The extent of COR  
28    responsibilities are outlined in Section G of the contract and  
29    the COR Designation Letter which will be provided to the  
30    contractor. Typically, the COR is the Privatization Field  
31    Administrator.

32  
33    COTR - Contracting Officer's Technical Representative.  
34    Government staff, designated in writing by the CO, who assist the  
35    CO and COR in the performance of duties. The extent of COTR  
36    responsibilities are outlined in Section G of the contract. COTR  
37    responsibilities are delineated in writing by the CO and will be  
38    provided to the contractor. Typically, the COTR is the Senior  
39    Secure Institution Manager.

1 Credentials - Documents permitting primary source verification  
2 regarding qualifications, including education, training,  
3 licenser, experience and board certification of an employee.

4 DHO - Discipline Hearing Officer. The Government trained and  
5 certified contractor employee responsible for conducting  
6 disciplinary hearings.

7 DOJ - Department of Justice.

8 Emergency - Any significant disruption of normal institution  
9 procedure, policy or activity caused by inmate disturbances, work  
10 or food strikes, food borne illnesses, escapes, fires, natural  
11 disasters, employee strikes or work stoppages or other serious  
12 incidents.

13 EOIR - Executive Office for Immigration Review. A component of  
14 the Department of Justice with responsibility for interpreting  
15 and administering federal immigration law by conducting  
16 immigration court proceedings, appellate reviews and  
17 administrative hearings. The organization adjudicates  
18 immigration cases involving detained aliens, criminal aliens and  
19 aliens seeking asylum as a form of relief from removal.

20 FBI - Federal Bureau of Investigation.

21 FOIA Exempt - Information which is exempt from release under the  
22 Freedom of Information Act, 5 United States Code (USC) 552.

23 Former Inmate - A person who has been found guilty of committing  
24 a felony or misdemeanor for whom less than one year has elapsed  
25 since release from custody or any type of supervision.

26 HSU - Health Services Unit. The organizational unit providing  
27 routine and emergency health care. The HSU is the designated  
28 part of a facility delivering health care to inmates.

29 ICE - United States Immigration and Customs Enforcement.

30 Inmate - An individual confined under the auspices and authority  
31 of the BOP or under supervision of a federal court.

32 Inmate Records - Information concerning an inmate's personal,  
33 criminal and medical history, behavior and activities while in  
34 custody. This may include detainers, personal property receipts,



1 visitor lists, photographs, fingerprints, disciplinary  
2 infractions and actions taken, grievance reports, work  
3 assignments, program participation, miscellaneous correspondence  
4 and forms prescribed by Government policy, etc.

5 Lethal Force - The force a person uses with the purpose of  
6 causing or which they know or should know would create a  
7 substantial risk of causing death or serious bodily harm.

8 MOAR - Minimum Operational Availability Rate. The monthly rate  
9 for computer services/resource components which is a percentage  
10 calculated by dividing the accumulated monthly down time hours by  
11 the total number of hours of operation for a given month.

12 Negative Pressure Room - A room where the direction of air flow  
13 is controlled by creating a lower (negative) pressure in the area  
14 into which flow of air is desired.

15 NTP - Notice To Proceed. The official written notice signed and  
16 issued by the CO which authorizes the contractor to proceed with  
17 the contract and begin providing services under the contract.  
18 The contractor shall be prepared to accept inmates immediately  
19 upon issuance of the NTP.

20 OIG - Office of the Inspector General, Department of Justice.

21 P.S. - Program Statement. A BOP written directive that  
22 establishes policy in a given area.

23 Records Office - The office responsible for maintaining records,  
24 coordination of movement and other related functions.

25 Safety Equipment - Including, but not limited to, fire fighting  
26 equipment (e.g., chemical extinguishers, hoses, nozzles, water  
27 supplies, alarm systems, portable breathing devices, gas masks,  
28 fans, first aid kits, stretchers).

29 Sensitive But Unclassified - Information which is unclassified  
30 information of a sensitive, proprietary or personally private  
31 nature which must be protected against release to unauthorized  
32 individuals.

33 SENTRY - The BOP's online real-time database system used  
34 primarily for maintaining information about federal inmates. It  
35 contains information about sentencing, work assignments,



1 admission/release status and other special assignments for  
2 monitoring inmate status. The SENTRY system also includes  
3 property management and other modules which address most aspects  
4 of incarceration.

5 Subcontract - Any agreement entered into by the contractor who  
6 was awarded the contract ("prime contractor") with another entity  
7 to provide services and supplies to accomplish performance of the  
8 contract.

9 Subcontractor, Full Time - An individual performing work in the  
10 contract facility which requires performance in excess of 29 or  
11 more total days or 232 hours which can be accrued incrementally  
12 (i.e., 2 hours per week, 3 days per week) or in a one month  
13 period.

14 Subcontractor, Part Time - An individual performing work in the  
15 contract facility which requires performance of 29 total days or  
16 232 hours or less which can be accrued incrementally (i.e., 2  
17 hours per week, 3 days per week) in a 29 day period. Part-time  
18 subcontractors shall be escorted at all times while in the  
19 institution or when outside the institution if the possibility  
20 exists of coming into contact with inmates.

21 USMS - United States Marshals Service.

22 Warden - The contractor's official, regardless of title (e.g.,  
23 Chief Executive Officer), who has ultimate onsite responsibility  
24 for the overall management and operation of a facility.

25 Additional definitions are contained in the ACA/ACI Standards and  
26 Standards Supplement.

1 **PERFORMANCE OBJECTIVES**

2 **A. Contract Performance**

3 All services and programs shall comply with the SOW; United  
4 States Constitution; all applicable federal, state and local laws  
5 and regulations; applicable Presidential Executive Orders (E.O.);  
6 all applicable case law; and court orders. Should a conflict  
7 exist between any of the aforementioned standards, the most  
8 stringent shall apply. When a conflict exists and a conclusion  
9 cannot be made as to which standard is more stringent, the CO  
10 shall determine the appropriate standard. The contractor shall  
11 comply with and implement any applicable changes to BOP policy,  
12 Department of Justice (DOJ) regulation, Congressional mandate,  
13 federal law, DC law or E.O. Should the Government invoke such  
14 changes, the contractor retains rights and remedies (i.e.,  
15 equitable adjustment) under the terms and conditions of the  
16 contract.

17 BOP reserves the right to have various staff on site to monitor  
18 contract performance. The Government reserves its right to  
19 conduct announced and unannounced inspections of any part of the  
20 institution at any time and by any method to assess contract  
21 compliance.

22 **B. General Administration**

23 The contractor is required to perform in accordance with the most  
24 current edition of the ACA/ACI Standards. The contractor shall  
25 obtain ACA accreditation within 24 months of the NTP and shall  
26 maintain continual compliance with all ACA/ACI Standards during  
27 the performance of the contract unless otherwise specified by the  
28 CO. Once full accreditation has been obtained, the contractor  
29 shall maintain this accreditation throughout the life of the  
30 contract, inclusive of any option periods exercised. Failure to  
31 perform in accordance with contract requirements and to obtain  
32 ACA accreditation within 24 months of the NTP may result in a  
33 reduction of the monthly operating price in accordance with the  
34 contract terms.

35 Accomplishment of some ACA/ACI Standards is augmented by BOP  
36 policy and/or procedure. In these instances, the SOW identifies  
37 and provides direction for the enhanced requirements.



1 The contractor is responsible for development and administration  
2 of a comprehensive Quality Control Program (QCP) which ensures  
3 all requirements of this contract are achieved. The specific  
4 requirements for the QCP are detailed in Section J.

5 Several sections of this SOW require the contractor to maintain a  
6 system of records identical to the BOP. The contractor shall not  
7 establish a separate system of records without prior written  
8 approval of the CO. All records related to contract performance  
9 shall be retained in a retrievable format for the duration of the  
10 contract. Except as otherwise expressly provided in this SOW,  
11 the contractor shall, upon completion or termination of the  
12 resulting contract or upon request, transmit to the Government  
13 any records related to performance of the contract.

14 The contractor shall comply with all statutes, regulations and  
15 guidelines from the National Archives and Records Administration.  
16 Records and information management functions are required and  
17 mandated by the following regulations: 44 USC 21, 29, 31 and 33;  
18 36 Code of Federal Regulations (CFR) Chapter 12, Sub-chapters A  
19 and B; Office of Management and Budget (OMB) Circular A-130; and  
20 DOJ Order 2710.8C, Removal and Maintenance of, and Access to,  
21 Documents. Criminal penalties for unlawfully destroying,  
22 damaging or removing federal records is addressed in 18 USC 2071,  
23 793, 794 and 798.

24 The contractor shall protect, defend, indemnify, save and hold  
25 harmless the Government, BOP and its employees or agents from and  
26 against any and all claims, demands, expenses, causes of action,  
27 judgments and liability arising out of, or in connection with,  
28 any negligent acts or omissions of the contractor, its agents,  
29 subcontractors, employees, assignees or any one for whom the  
30 contractor may be responsible. The contractor shall also be  
31 liable for any and all costs, expenses and attorneys fees  
32 incurred as a result of any such claim, demand, cause of action,  
33 judgment or liability, including those costs, expenses and  
34 attorneys fees incurred by the Government, BOP and its employees  
35 or agents. The contractor's liability shall not be limited by  
36 any provision or limits of insurance set forth in the resulting  
37 contract.

38 In awarding the contract, the Government does not assume any  
39 liability to third parties, nor will the Government reimburse the  
40 contractor for its liabilities to third parties, with respect to



1 loss due to death, bodily injury or damage to property resulting  
2 in any way from the performance of the contract or any  
3 subcontract under this contract.

4 The contractor shall be responsible for all litigation, including  
5 the cost of litigation, brought against it, its employees or  
6 agents for alleged acts or omissions. The CO/COR shall be  
7 notified in writing of all litigation pertaining to this contract  
8 and provided copies of any pleadings filed or said litigation  
9 within five working days of the filing. The contractor shall  
10 cooperate with Government legal staff and/or the United States  
11 Attorney regarding any requests pertaining to federal or  
12 contractor litigation.

13 Policies and procedures shall be developed to ensure a positive  
14 relationship is maintained with all levels of the federal  
15 judiciary. The contractor's procedures shall ensure a tracking  
16 system is established which mandates all judicial inquiries and  
17 program recommendations are responded to in a timely and accurate  
18 manner. All judicial inquiries and contractor responses  
19 specifically related to an inmate shall be made part of the  
20 inmate's central file.

21 The contractor shall notify the COR immediately when a request is  
22 made by a member of the United States Congress for information or  
23 to visit the institution. All responses to Congress shall be  
24 cleared, in advance, by the COR.

25 The COR shall be notified when a request is made for inmate or  
26 employee interviews or visits to the institution by any  
27 representative of the media as defined by P.S. 1480.05, News  
28 Media Contacts, dated 9/21/00. The contractor shall permit  
29 inmate interviews by legitimate media consistent with P.S.  
30 1480.05.

31 The contractor shall coordinate, in advance, all public  
32 information related issues with the CO prior to NTP and the COR  
33 after NTP. All press statements and releases shall be cleared,  
34 in advance, with the CO prior to NTP and the COR after NTP.

35 The contractor shall promptly make public announcements stating  
36 the facts of unusual newsworthy incidents to local media.  
37 Examples of such events include, but are not limited to, deaths

1 by other than natural causes, escapes from custody and  
2 institution emergencies.

3 The contractor shall ensure employees agree to use appropriate  
4 disclaimers clearly stating the employees' opinions do not  
5 necessarily reflect the position of the BOP or DOJ in any public  
6 presentations they make or articles they write which relate to  
7 any aspect of contract performance or the facility operations.

## 8 **C. Fiscal Management**

### 9 Commissary Operation

10 A commissary shall be operated by the contractor as a privilege  
11 for inmates. The commissary shall have items available for  
12 purchase which are not required to be furnished by the contractor  
13 in accordance with the objectives of the contract. Inmates shall  
14 have the opportunity to purchase from the commissary at least  
15 once a week. A copy of the commissary inventory shall be  
16 provided to the BOP upon request.

17 The contractor shall ensure inmates spend no more on purchases  
18 than the BOP's current national spending limitation for  
19 commissary sales. The contractor shall not sell or stock items  
20 which are prohibited by the BOP as defined in P.S. 4500.05, Trust  
21 Fund/Deposit Fund Manual, dated 1/22/07, Chapter 3.4.

22 The selling price of each item ordered and sold in the commissary  
23 shall be calculated based on the cost of each sellable unit. The  
24 markup of merchandise shall be no more than the following: 0%  
25 for postage stamps, religious items, education course/resource  
26 requirements; 5% for Special Purchase Orders (SPO) purchased at  
27 retail cost; 30% on standard/SPOs purchased at non-retail cost;  
28 preprinted sales prices printed on packaging will be sold at the  
29 preprinted price. Once an item is marked up, any applicable  
30 sales tax will need to be added and the total price rounded to  
31 the next highest nickel.

32 The contractor shall establish procedures to maintain  
33 accountability of all trust fund monies and property to prevent  
34 waste, fraud and abuse.

35 The contractor shall review commissary inventories for excessive



1 inventory differences and to ensure the commissary remains within  
2 acceptable tolerance levels. The tolerance level for inventory  
3 differences is calculated by multiplying .0025 times the last six  
4 months sales at cost.

5 The contractor shall establish procedures in accordance with P.S.  
6 4500.05, Trust Fund/Deposit Fund Manual, dated 1/22/07, Chapter  
7 3, when disposing of commissary merchandise when it is damaged,  
8 unfit for resale or destroyed. The total of unsaleable  
9 merchandise at cost cannot exceed .0015 times the actual regular  
10 commissary semi-annual sales at cost in any one inventory period.

#### 11 Inmate Benefit Fund

12 Any revenues earned in excess of those needed for commissary  
13 operations shall be used to provide benefit to all inmates via an  
14 inmate benefit fund. The contractor may use P.S. 4500.05,  
15 Chapter 2, as a guide for appropriate expenditures from this  
16 fund. However, prohibited items, as defined by the BOP, shall  
17 not be purchased with commissary revenues. Individual  
18 expenditures from the inmate benefit fund that exceed \$10,000  
19 shall be approved by the contractor's corporate office. Records  
20 of inmate benefit fund expenditures shall be maintained on site  
21 at the contract facility and available for review by the BOP. At  
22 the conclusion of the contract, the inmate benefit fund shall  
23 revert back to the Government. Any interest earned on this fund  
24 shall be credited to the inmate benefit fund.

#### 25 Inmate Funds

26 If inmate funds are placed in an interest bearing account, the  
27 interest earned must be credited to the inmate.

28 Procedures shall be established for transferring inmate personal  
29 funds upon release from the institution, transfer to another  
30 institution or when an inmate requests a funds transfer to an  
31 outside source. The contractor shall ensure all inmates who are  
32 scheduled for removal to foreign destinations are given all funds  
33 immediately prior to release from the institution. Transfer of  
34 inmate funds shall occur within five working days upon release  
35 from the institution, transfer to another institution or when an  
36 inmate requests a funds transfer to an outside source.



Inmates who transfer to a BOP institution shall have their funds sent to the BOP National Lockbox address below in accordance with the procedures defined in P.S. 4500.05, Chapter 9.6:

Federal Bureau of Prisons  
*Insert Inmate Eight Digit Register Number*  
*Insert Inmate's Committed Name*  
PO Box 474701  
Des Moines, IA 50947-0001

Unclaimed Inmate Funds

The contractor shall exhaust all avenues to locate inmates and forward their inmate account balances. If after three months the inmate cannot be located, the contractor shall forward the inmate account balance to the BOP as instructed below:

- 1) Check made payable to the individual inmate must contain the inmate's committed name and register number. The sender's name must be included on the check and/or mailing envelope.
- 2) Check made payable to the BOP for the purposes of consolidating several inmate account balances must be accompanied by a Field Submission Form provided by the BOP.
- 3) Field Submission Forms shall list the inmate's committed name, register number and amount to be credited to the inmate. One Field Submission Form shall be completed for each check.
- 4) Signed memorandum must accompany each Field Submission Form certifying all avenues to locate the inmate(s) listed on the form have been exhausted.
- 5) Unclaimed funds shall be sent to the following address:

Federal Bureau of Prisons  
*Insert Inmate Eight Digit Register Number*  
*Insert Inmate's Committed Name*  
Trust Fund Branch/Deposit Fund

320 First Street, NW  
Room 5005  
Washington, DC 20534

#### **D. Personnel**

For purposes of the Personnel portion of the contract, the terms "employee," "subject" and "applicant" refer to any person applying to work for the contractor as an employee or subcontractor, or who may already be employed by the contractor, who has not previously completed the personnel security requirements detailed in this section of the contract and who has not received a favorable suitability adjudication from the BOP.

The contractor shall develop written procedures for the security and supervision of employees and subcontractors who work on this contract in accordance with the Notice of Contractor Personnel Security Requirements Clause and with the requirements of Homeland Security Presidential Directive-12 (HSPD-12) located in Section I of the contract. The procedures shall include record keeping, identification badges and escort protocols. The contractor shall include these procedures in the contractor's Personnel Policy Manual.

#### Staffing Plan

The contractor may restructure the staffing plan in any manner that does not reduce the minimum performance requirements of the contract and does not eliminate essential personnel or personnel as required by the most current version of ACA/ACI Standards.

The contractor shall provide the CO with a staffing plan and subsequent changes to the staffing plan.

#### Employment Procedures

The Warden or designee shall be the contractor's contact person for all matters regarding the processing of contractor personnel.

Prior to employees entry on duty (EOD) at the facility, the contractor shall ensure the following steps are completed for each applicant, full or part time, as listed below:

- 1) Conduct a credit check for employment purposes as described in the Fair Credit Reporting Act;
- 2) Conduct a pre-employment interview;
- 3) Complete an Employment Eligibility Verification (Form I-9);
- 4) Voucher the applicant's employment record for the past five years;
- 5) Perform a Law Enforcement Agency Check for the past five years;
- 6) Certify the applicant is a U.S. citizen (see below - Other Requirements);
- 7) Certify the applicant has met the residency requirements (see below - Other Requirements);
- 8) Applicant shall complete Questionnaire for Public Trust Positions (SF-85P) or approved equivalent;
- 9) Complete and submit FBI fingerprint form (FD-258);
- 10) Coordinate the process for BOP staff to conduct criminal history checks from the National Crime Information Center (NCIC) and National Law Enforcement Telecommunication System (NLETS).

The contractor shall also ensure the following HSPD-12 requirements are completed for each applicant who requires access to federal information systems, i.e., SENTRY:

- Employment Eligibility Verification (Form I-9) must be verified by a BOP official;
- Coordinate the process with the BOP for a National Agency Check with Inquiries (NACI);
- Questionnaire for Public Trust Positions (SF-85P) and FBI fingerprint form (FD-258) shall be submitted to the Office of Personnel Management (OPM).

The determination for employment suitability must be made using the BOP's current Guidelines of Acceptability (Guidelines). Based on steps #1-8 and the Guidelines, the contractor will determine if the applicant is suitable for employment. The Warden shall certify steps #1-8 have been completed with satisfactory results and submit this certification with the applicant's information to the BOP for conditional approval. The applicant's information shall include the following: full name, date of birth, driver's license number and issuing state, social



security number and position applied for.

The contractor shall also certify the HSPD-12 requirements listed above have been completed for applicants requiring access to federal information systems. The contractor's request for conditional approval for these applicants must include the schedule date for the OPM-NACI investigation and indicate the request is for a moderate risk level position.

After receiving the BOP's conditional approval, the contractor shall complete the following steps:

- 11) Conduct a urinalysis in accordance with P.S. 3735.04, Drug Free Workplace, dated 6/30/97;
- 12) Applicant shall complete Supplemental Questionnaire for Selected Positions (OPM SF-85P-S) or approved equivalent;
- 13) Notify COR of Limited Background Investigation (LBI) initiation.

Positions requiring the OPM SF-85P-S or equivalent are those employees required to carry firearms during the course of their employment.

Contractor responsibilities subsequent to EOD date:

- 14) Notify COR within 24 hours of actual EOD;
- 15) Receipt and review of LBI report (Section J).

The BOP retains authority to approve all contractor staff, subcontractor employees and volunteers who work or have contact with federal inmates under the terms of this contract. No individual who is under supervision or jurisdiction of any parole, probation or correctional authority shall be employed.

The contractor shall develop procedures to coordinate with the COR to process and initiate NCIC/NLETS functions in accordance with P.S. 1280.11, JUST, NCIC, and NLETS Telecommunication Systems (Management and Use), dated 1/7/00, for criminal history checks to maintain institution security. NCIC/NLETS may not be utilized for Justice Employment checks. The contractor shall adhere to the Federal Bureau of Investigation (FBI) Criminal

1 Justice Information Services (CJIS) Security Addendum as included  
2 in Section J of the contract. The contractor shall ensure use of  
3 NCIC/NLETS is performed only to the direct benefit and  
4 furtherance of the contract.

5 The contractor shall develop procedures to coordinate with the  
6 COR to process and submit the forms required to obtain a NACI in  
7 accordance with the provisions of HSPD-12 as located in Section I  
8 of the contract and as required by OPM.

9 Within one year of each onsite employee's EOD, the contractor  
10 shall obtain, review, identify and resolve derogatory information  
11 contained on the LBI results using the Adjudication Standards for  
12 Resolving Limited Background Investigations and Periodic  
13 Reinvestigations outlined in Section J. The contractor shall  
14 determine the employee's suitability for employment under this  
15 contract. Investigations with little or no derogatory  
16 information will be reviewed and forwarded to the COR within 90  
17 days of the investigation completion date. Investigations  
18 requiring resolution of derogatory information will be forwarded  
19 within 180 days of the investigation completion date. Extended  
20 adjudication time frames on a case-by-case basis may be requested  
21 from the COR.

22 The contractor shall ensure all employees and full-time  
23 subcontractor employees are reinvestigated as prescribed in the  
24 Scope and Coverage of a Periodic Reinvestigation in Section J of  
25 the contract.

26 Upon receipt, review and resolution of any derogatory information  
27 contained in the reinvestigation report, the Warden shall forward  
28 to the COR a written final determination regarding the employee's  
29 continued employment under this contract. A copy of the  
30 reinvestigation report results shall be attached.

31 The contractor shall maintain all personnel records on site for  
32 the duration of the contract and make these records available to  
33 the BOP upon request.

#### 34 Waivers

35 If the applicant does not meet the BOP's current Guidelines and  
36 is still a desirable employee, the contractor may request a



1 written waiver to the Guidelines, submitted to the COR, which  
2 includes:

- 3 1) details and circumstances of the applicant's behavior  
4 which is outside the Guidelines;
- 5 2) reason(s) why the applicant should receive further  
6 consideration; and
- 7 3) availability of other suitable applicants.

8 Other Requirements  
9

10 The contractor shall not employ any individual who has a felony  
11 or misdemeanor conviction of domestic violence.

12 The contractor shall not employ any individual who is not a U.S.  
13 citizen unless otherwise approved by the CO. Citizens of the  
14 United States include those who were: born in the United States  
15 (the fifty states, District of Columbia, Puerto Rico, Guam (since  
16 1950) or the United States Virgin Islands); born outside the  
17 United States to parents who are citizens of the United States,  
18 one of which was physically present in the United States or one  
19 of its outlying possessions for a continuous period of one year  
20 at any time prior to the birth of the person (in some situations  
21 only one person has to be a citizen); naturalized as a U.S.  
22 citizen; or otherwise granted citizenship under authorities  
23 described in law, beginning at 8 USC 1401. For non-citizen  
24 applicants of subcontractors, the contractor must seek approval  
25 from the CO. Non-citizen applicants of subcontractors must be  
26 citizens of an allied nation as defined by OPM (see  
27 <http://www.opm.gov/employ/html/Citizen.htm>).

28 All applicants or subcontractors (U.S. citizen or otherwise) must  
29 have, immediately prior to applying for a position:

- 30 1) resided in the United States three of the past five  
31 years;
- 32 2) worked for the United States overseas in a federal or  
33 military capacity; or
- 34 3) been a dependent of a federal or military employee  
35 serving overseas.

36 The CO has final approval authority for non-citizen and non-

1 residency employment for all potential employees and  
2 subcontractors.

3 The contractor shall maintain verification of training and  
4 experience which shall include credentials for all professional  
5 staff. All credentials shall be kept current and maintained for  
6 the duration of the individual's performance under the contract.

7 Employment Agreement

8 In the absence of a collective bargaining agreement, the  
9 contractor must enter into a written employment agreement with  
10 each employee assigned to work at the contractor's facility.  
11 This agreement must provide, in recognition of the public safety  
12 requirements for uninterrupted services at the contractor's  
13 facility and in return for adequate consideration, including  
14 grievance procedures, the contractor employee agrees not to  
15 strike or otherwise interrupt normal operations at the  
16 contractor's facility without giving 30 days advance written  
17 notice.

18 The contractor must ensure a contingency plan covering work  
19 actions or strikes is developed and maintained in a secure  
20 location.

21 In the event the contractor negotiates collective bargaining  
22 agreements applicable to the work force under the contract, the  
23 contractor must use its best efforts to ensure such agreements  
24 contain provisions designed to ensure continuity of services.  
25 All such agreements entered into during the contract period of  
26 performance should provide grievances and disputes involving the  
27 interpretation or application of the agreement will be settled  
28 without resorting to strike, lockout or other interruption of  
29 normal operations.

30 For this purpose, each collective bargaining agreement should  
31 provide an effective grievance procedure with arbitration as its  
32 final step unless the parties mutually agree upon some other  
33 method of assuring continuity of operations. As part of such  
34 agreements, management and labor should agree to cooperate fully  
35 with the Federal Mediation and Conciliation Service. The  
36 contractor shall include the substance of this clause (paragraph,  
37 provision, etc.) in any subcontracts for protective services.



1  
2 Staffing

3 The following are essential personnel with respective minimum  
4 qualification requirements and are critical for performance of  
5 the contract. The contractor may use other titles. Within 15  
6 days of contract award, the contractor shall submit a written  
7 request (to include a resume) to the COR for conditional  
8 contractor employment approval of the Project Coordinator,  
9 Warden(s) and Associate Warden(s). The 15-day period may be  
10 extended for the Warden(s) and Associate Warden(s) positions if  
11 requested in writing by the contractor and approved by the CO.

12 Project Coordinator - Knowledge and experience within the  
13 last five years in planning and executing similar contract  
14 requirements as contained within this SOW.

15 Warden(s) - Knowledge of program objectives, policies,  
16 procedures and requirements for managing a secure  
17 correctional facility. A minimum of ten years experience in  
18 corrections or related field with experience in the  
19 management of a correctional facility at the Associate  
20 Warden level or above.

21 Associate Warden(s) - Knowledge of program objectives,  
22 policies, procedures and requirements for managing a  
23 correctional facility. A minimum of ten years experience in  
24 corrections or related field with five years experience in  
25 the field of corrections at the level of mid-management.

26 The essential personnel listed below are critical for the  
27 performance of this contract: knowledge of program objectives,  
28 policies, procedures and requirements specific to their  
29 department. A minimum of five years experience specific to their  
30 department is required.

31 Administrator, Religious Services  
32 Case Management Coordinator  
33 Chief, Correctional Services  
34 Computer Services Manager  
35 Correctional Shift Supervisors  
36 Facilities Manager/Administrator

1 Food Service Administrator  
2 Human Resource Manager  
3 Inmate Systems/Records Office Manager  
4 Intelligence Officer  
5 Medical Services Administrator  
6 Quality Control Specialist  
7 Safety/Environmental Specialist

8 The Administrator, Religious Services shall meet the  
9 certification standards of the American Correctional Chaplains  
10 Association.

11 The CO may reduce the monthly invoice for salaries and benefits  
12 on any unfilled essential position.

13 Subcontractors

14 Full-time Subcontractors: The contractor shall complete steps  
15 #1-15, as outlined in Employment Procedures above, for each full-  
16 time subcontractor employee. Any full-time subcontractor  
17 requiring SENTRY access must also have the HSPD-12 requirements  
18 completed.

19 Part-time Subcontractors: The contractor, at a minimum, shall  
20 complete the following for all part-time subcontractors:

- 21 1) Employment Eligibility Verification (Form I-9);
- 22 2) Coordinate the process for BOP staff to conduct
- 23 criminal history checks - NCIC/NLETS.

24 Any part-time subcontractor requiring SENTRY access must also  
25 have the HSPD-12 requirements completed.

26 The contractor shall use the BOP's current Guidelines when  
27 determining subcontractor employment. In addition, the  
28 contractor shall not hire any subcontractor, full time or part  
29 time, who under the following circumstances: knows any person or  
30 has any relatives who are currently incarcerated in the facility;  
31 has any criminal charges currently pending; or is currently under  
32 any incarceration order, probation or court supervision.



Subcontractor employees are required to adhere to the contractor's Standards of Conduct mentioned below. The BOP has the authority to approve all subcontractors who have contact with federal inmates under the terms of this contract.

#### Volunteers

The contractor shall develop written procedures for the use, security and supervision of volunteers. The procedures shall outline record keeping, identification badges and escort protocols. The contractor shall include these procedures in the Personnel Policy Manual.

Volunteers must be 18 years old or older. Ex-offenders with at least three years of crime-free conduct after release, or with a favorable report upon completion of probation or parole, may be utilized as volunteers. Volunteers shall not be granted waivers for unescorted status or passes.

The contractor shall complete the following for each volunteer working in the facility:

- 1) Full name and personal information, (e.g., address, date of birth, driver's license number and issuing state, social security number);
- 2) Complete and submit FBI fingerprint form (FD-258);
- 3) Coordinate the process for BOP staff to conduct criminal history checks - NCIC/NLETS.

The contractor, at a minimum, shall review the volunteer's personal information. The COR will review any criminal background information to determine if the applicant is suitable in accordance with BOP's current Guidelines for entrance into the facility.

Volunteers are required to adhere to the contractor's Standards of Conduct mentioned below. The BOP has the authority to approve all volunteers who have contact with federal inmates under the terms of this contract.

#### Standards of Conduct

1 The contractor shall develop written Standards of Conduct on  
2 employee conduct, ethics and responsibility. The contractor's  
3 Standards of Conduct shall include those standards defined in  
4 Section J. These standards shall be a part of the Personnel  
5 Policy Manual. The contractor shall document and ensure all  
6 employees review the Standards of Conduct annually. In addition  
7 to employees, subcontractors and volunteers are also required to  
8 adhere to the Standards of Conduct at all times. Employees,  
9 subcontractors and volunteers shall receive Standards of Conduct  
10 Training as part of their individual institutional  
11 familiarization and annual training. Notices explaining  
12 employees rights to report misconduct and contact information for  
13 all investigative authorities of competent jurisdiction shall be  
14 prominently displayed.

15 The contractor shall refer allegations of employee, subcontractor  
16 or volunteer misconduct in accordance with procedures defined by  
17 the BOP. The contractor shall cooperate fully with the cognizant  
18 authority in any investigation of alleged misconduct.

19 The Government reserves its right, consistent with its  
20 obligations under applicable law, to conduct investigations of  
21 any alleged misconduct which has the potential to adversely  
22 impact the programs or operations of the DOJ and BOP, including  
23 the care, custody, health and safety of inmates and BOP staff or,  
24 where applicable, the correctional institution and to withdraw  
25 final employment approval authority for any employee as warranted  
26 by Standards of Conduct violations.

#### 27 **E. Training and Staff Development**

28 The Government will provide specialized training to assist the  
29 contractor in performing some specialized requirements. The  
30 training will be provided to the contractor at no cost and on a  
31 one-time basis only. Contract employees' travel/lodging expenses  
32 will not be paid by the BOP. To receive the training, the  
33 contractor must submit a written request to the COR outlining the  
34 training participants and time frame for training.

- 35 1. Records Office (Records Office Staff)
- 36 Training
- 37 a. Movement Coordination Training - 6 hours
- 38 b. Principles of Sentence Computation (includes



- 1 maintenance, retirement and disposal of inmate files) -  
2 32 hours  
3 c. Advanced Sentence Computations - 32 hours

4 Self Study Courses and Modules

- 5 a. Mail Room Self Study and Survival Skills Guide  
6 b. Receiving and Discharge Self Study and Survival Skills  
7 Guide  
8 c. Processing Inmates In-Out Module  
9 d. Detainers, Writs and IAD Module  
10 e. Mailroom Management Module  
11 f. Sentence Computation and Judgement and Commitment File  
12 Module

13 2. Correctional Programs (Affected Staff)

- 14 a. Case Management/Central Inmate Monitoring (includes  
15 Victim Notification System) - 24 hours  
16 b. Inmate Discipline Training - 24 hours  
17 c. Disciplinary Hearing Officer (DHO) Training - 24 hours  
18 d. Joint Automated Booking System (JABS) - 16 hours  
19 e. NCIC/NLETS (Practitioner/Administrator) - training disk  
20 f. Adam Walsh Training - 4 hours

21  
22 3. Other

- 23 a. Human Resource Management (includes background  
24 investigation issues) - 24 hours  
25 b. Basic SENTRY - 2 hours  
26 c. Central Inmate Monitoring Certification Correspondence  
27 Course

28 The contractor may request, at its expense and subject to the  
29 approval of the COR, additional Government training to supplement  
30 the initial training outlined above or other training as it  
31 applies to BOP-mandated contract performance.

32 The contractor shall develop and implement a comprehensive staff  
33 training program addressing the institution's sexual  
34 abuse/assault prevention and intervention program. Written  
35 policy, procedure and practice shall provide all staff, to  
36 include volunteers, receive such training prior to assumption of  
37 duties and on an annual basis as part of the institution's in-